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Petition of:

Cellco Partnership d/b/a Verizon Wireless
For Arbitration Under the
Telecommunications Act of 1996

) **T.R.A. DOCKET ROOM.**
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) **Consolidated Docket**
) **No. 03-00585**
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**RESPONSE OF T-MOBILE USA, INC. TO THE SUPPLEMENTAL
DISCOVERY REQUESTS FOR ADMISSION SUBMITTED TO CMRS
PROVIDERS BY THE RURAL INDEPENDENT COALITION**

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July 6, 2004

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GENERAL OBJECTIONS

T-Mobile USA, Inc (“T-Mobile”) incorporates by reference, as if fully set forth herein, the general objections contained in T-Mobile’s “Response to the Interrogatories, Requests for Production of Documents Submitted by the Rural Independent Coalition.”

In addition, T-Mobile objects to the “Supplemental Discovery Requests for Admission Submitted to CMRS Providers by the Rural Independent Coalition” (“Requests”) on the grounds that they purport to impose obligations beyond those prescribed by the Tennessee Regulatory Authority’s (“TRA”) Rules of Practice and Procedure. Specifically, the instructions to the Requests ask the respondent to provide an explanation of the facts upon which any denial is based and to identify the individual responsible for the denial. Nothing in the TRA Rules of Practice and Procedure obligates respondents to discovery to provide such information.

Discovery is ongoing, and T-Mobile reserves the right to supplement its response to each request for admission if additional information is discovered or developed

Without waiving any of the above objections, T-Mobile responds as follows

REQUESTS FOR ADMISSION

Request No. 1

Admit that each member of the Rural Independent Coalition (the "Coalition") provides the Petitioner with indirect interconnection permits the Petitioner to terminate traffic to the Coalition member on an indirect basis and in a manner consistent with all established statutory and regulatory requirements.

RESPONSE: T-Mobile objects to this Request on the grounds that it requests that T-Mobile admit the accuracy of statements regarding the Coalition members' conduct, which information is not within T-Mobile's knowledge or control. T-Mobile further objects to this Request on the grounds that the phrase "provides the Petitioner with indirect interconnection permits" is vague and ambiguous and essentially unintelligible as written. T-Mobile further objects to this Request on the grounds that it calls for a legal conclusion.

Subject to and without waiving any of its objections, T-Mobile responds as follows: T-Mobile admits that it originates traffic that it sends to BellSouth, some of which it is informed and believes, and on that basis states, is then delivered to at least certain Coalition members. Although T-Mobile does not have personal knowledge as to what the Coalition members do with T-Mobile's traffic when they receive it, T-Mobile has no information to suggest that the Coalition members are not terminating that traffic. In all other respects, the Request is denied.

Request No. 2

Admit that, in the context of this proceeding, the FCC's reciprocal compensation rules (47 CFR Sec. 51.701 *et seq.*) apply only upon a request from the Petitioner to a Coalition member to establish an interconnection point between the two carriers (i.e., the Petitioner and the Coalition member) in order for the Petitioner to obtain transport of its traffic to the Coalition Member's end office switch that directly serves the called party.

RESPONSE: T-Mobile objects to this Request on the grounds that it is vague and ambiguous and essentially unintelligible as written. T-Mobile further objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, T-Mobile responds as follows: Assuming that the Request asks T-Mobile to admit that the FCC's reciprocal compensation rules apply only in the case of direct interconnection, the Request is denied.

Request No. 3

Please consider the following factual scenario. an intraMTA call (i.e., a call originated and terminated within the same MTA) is originated by a landline customer, carried by an interexchange service provider (i.e., not by the landline customer's LEC) and terminated on the Petitioner's CMRS network. Admit 1) that under this factual scenario, the Petitioner's agreements with BellSouth do not require BellSouth to pay Petitioner reciprocal compensation; and 2) that the Petitioner proposes in this proceeding to require the Coalition members to provide reciprocal compensation under this factual scenario.

RESPONSE: T-Mobile objects to this Request on the grounds that it is vague, ambiguous and written in a confusing manner. It is unclear from the Request whose landline customer is originating the call in the scenarios given —BellSouth or the Coalition members'. Subject to and without waiving any of its objections, T-Mobile responds as follows: As to subpart (1), assuming that the landline customer originating the call is an ICO and that BellSouth is not the interexchange service provider, Admitted. Assuming that the landline customer originating the call is a BellSouth customer and that BellSouth is not the interexchange service, T-Mobile further objects to this Request on the grounds that (a) the information is equally available by virtue of the previously identified interconnection agreement between BellSouth and

T-Mobile, and (b) the terms of that *negotiated agreement* are not relevant to this proceeding.

Subject to and without waiving its objections, T-Mobile responds as follows: Admitted. As to subpart (2), Admitted

Request 4:

Admit that the Petitioner previously established indirect interconnection to terminate traffic on the network of each Coalition member pursuant to a bilateral agreement executed with BellSouth.

RESPONSE: T-Mobile objects to this Request on the grounds that the phrase “previously established indirect interconnection to terminate” is vague and ambiguous. T-Mobile further objects to this Request on the grounds that it incorrectly assumes that the interconnection agreements with BellSouth specifically identified the non-party carriers to which BellSouth would terminate traffic indirectly. Subject to and without waiving any of its objections, and to the extent it understands this request, T-Mobile responds that its prior and current interconnection agreements with BellSouth provide for BellSouth to deliver T-Mobile’s traffic to “non-party telecommunications carriers” which would include, where applicable, Coalition members. In all other respects, the Request is denied.

Request 5:

Admit that, pursuant to prior effective 2-party agreements with BellSouth, Petitioner compensated BellSouth for the termination of traffic on the networks of Coalition members, and understood that BellSouth provided compensation for the termination of this traffic to Coalition members.

RESPONSE: T-Mobile objects to this Request on the grounds that it is vague and ambiguous with respect to the phrase “prior effective 2-party agreements ” T-Mobile also

objects that the Request incorrectly assumes that BellSouth specifically identified the carriers to which BellSouth delivered traffic indirectly and provided compensation and that any compensation was for the “termination” of traffic. Subject to and without waiving any of its objections, T-Mobile responds as follows. T-Mobile admits that, pursuant to a prior interconnection agreement between T-Mobile’s predecessors in interest and BellSouth, T-Mobile paid certain “Non-Local Intermediary Charges” which were billed by BellSouth. Pursuant to the interconnection agreement, these “Non-Local Intermediary Charges” may have included charges that BellSouth was obligated to pay to non-party carriers. Because BellSouth did not provide T-Mobile with information detailing to which non-party telecommunications carriers it was terminating traffic or paying, or what was included in the “Non-Local Intermediary Charges,” T-Mobile lacks sufficient information necessary to respond to the remainder of the Request and on that basis, denies it.

Request 6:

Admit that Petitioner’s obligation to compensate BellSouth for the termination of traffic on the networks of Coalition members was modified by the execution of a 2-party agreement with BellSouth which established terms and conditions that the Petitioner refers to as a “meet-point billing” arrangement or agreement.

RESPONSE: T-Mobile objects to this Request on the grounds that it incorrectly assumes that the prior interconnection agreement between T-Mobile and BellSouth included a compensation obligation that was directed to specific Coalition members and was specifically for termination. T-Mobile also objects to the characterization of its current interconnection agreement as a “meet-point billing” agreement since the provisions regarding “meet point billing” are explicitly outside the reciprocal compensation requirements of the agreement and

otherwise comprise approximately 2 pages of a 36-page document. Subject to and without waiving any of its objections, T-Mobile responds as follows: T-Mobile admits that its obligation to pay BellSouth for what was defined as “Non-Local Intermediary Charges” in the prior agreement (which may have included charges that BellSouth was obligated to pay to non-party carriers to compensate BellSouth for the termination of traffic on the networks of Coalition members) was modified by the current interconnection agreement. Pending further clarification from the Coalition, the Request is denied in all other respects.

Request 7:

Admit that with respect to the “meet-point billing” arrangement or agreement in Request 6, above, the Petitioner claims that this “meet-point billing” arrangement or agreement is consistent with established industry guidelines.

RESPONSE: T-Mobile objects to the Request on the grounds that the phrase “established industry guidelines” is vague, ambiguous and extremely broad. T-Mobile also objects to this Request on the grounds that it is vague and ambiguous with respect to the phrase “meet-point billing arrangement or agreement,” since it is unclear if the Request refers to the meet-point billing provisions of the interconnection agreement or to the entire agreement itself. Subject to and without waiving any of its objections, T-Mobile responds that, without a more specific identification of what constitutes the “established industry guidelines,” and whether the Request refers to the meet-point billing provisions or to the entire interconnection agreement, T-Mobile lacks sufficient information to admit or deny this Request.

Request 8:

Admit that the Petitioner established the “meet-point billing” arrangement or agreement in Request 6, above, in the absence of any agreement or negotiation with any Coalition member.

RESPONSE: T-Mobile objects to this Request on the grounds that the term “established the ‘meet-point billing arrangements’” is vague and ambiguous. T-Mobile also objects to this Request on the grounds that it is vague and ambiguous with respect to the phrase “meet-point billing arrangement or agreement,” since it is unclear if the Request refers to the meet-point billing provisions of the interconnection agreement or to the entire agreement itself. Subject to and without waiving any of its objections, T-Mobile responds as follows. T-Mobile admits that the Coalition members did not participate in the negotiations between T-Mobile and BellSouth leading up to the execution of the interconnection agreement between T-Mobile and BellSouth that contains the so-called “meet-point billing” provisions; nor were the Coalition members parties to that agreement. T-Mobile denies that it implemented meet-point billing arrangements in Tennessee prior to the commencement of negotiations with the Coalition members.

Request 9:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would subject any Coalition member to responsibility for the transport of any traffic beyond the network border of each respective Coalition member.

RESPONSE: T-Mobile objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, T-Mobile responds as follows: Denied.

Request 10:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC chooses to transmit a call to the network of a CMRS provider.

RESPONSE: T-Mobile objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, T-Mobile responds as follows
Denied.

Request 11:

Admit that Petitioner is not aware of any statutory or regulatory standard or requirement that would direct how a LEC charges a customer for a call to the network of a CMRS provider.

RESPONSE: T-Mobile objects to this Request on the grounds that it calls for a legal conclusion. Subject to and without waiving any of its objections, T-Mobile responds as follows:
Denied

Request 12:

Admit that, with respect to a call between the end user of a landline carrier and an end user of a CMRS provider, the NPA-NXX of the CMRS customer cannot be used to determine whether the call originates and terminates within the local calling scope of the landline carrier or within the same MTA

RESPONSE: Subject to and without waiving any of its objections, T-Mobile responds as follows. Denied.

CERTIFICATE OF SERVICE

I hereby certify that on July 6, 2004, a true and correct copy of the foregoing has been served on the parties of record, via the method indicated:

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